

AUTHORIZED TYPEWRITER DEALER AGREEMENT
OFFICE SYSTEMS DIVISION
PANASONIC INDUSTRIAL COMPANY, DIVISION OF
MATSUSHITA ELECTRIC CORPORATION OF AMERICA

DEALER AGREEMENT effective as of SEPTEMBER 1, 1990 198 by and between PANASONIC INDUSTRIAL COMPANY, DIVISION OF MATSUSHITA ELECTRIC CORPORATION OF AMERICA, a Delaware corporation, with its principal place of business at One Panasonic Way, Secaucus, New Jersey 07094 (hereinafter referred to as "PIC") and

BRITT BUSINESS SYSTEMS, INC.

(Full legal name under which Dealer conducts business)

a CORPORATION

(Corporation, partnership, sole proprietorship)

with its principal place of business at 415 EAST BROAD STREET, SUITE 100

COLUMBUS, OHIO 43215

(hereinafter referred to as "DEALER").

WITNESSETH:

WHEREAS, PIC sells and desires to sell through others in the United States certain electronic typewriters and related products hereinafter set forth; and

WHEREAS, DEALER desires to sell at retail and to service those certain electronic typewriters and related products of PIC upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS:

As used herein, the following terms shall have the following meanings:

A. "Products" shall mean only those electronic typewriters which are set forth on Exhibit "A", which is attached hereto and made a part hereof, and such related products and parts as may be set forth from time to time, in PIC's sole and absolute discretion on PIC's then current electronic typewriter price list. PIC shall have the right, at any time, in its sole and absolute discretion, to make any deletion from, amendment or addition to, modification or substitution of said Exhibit "A", upon not less than thirty (30) days prior written notice to DEALER.

B. "Area of Primary Responsibility" shall mean the geographic area set forth on Exhibit "B", which is attached hereto and made a part hereof. PIC shall have the right, at any time, in its sole and absolute discretion to make any deletion from, amendment or addition to or substitution of said Exhibit B upon written notice to DEALER.

2. APPOINTMENT AS AN AUTHORIZED DEALER OF THE PRODUCTS:

PIC hereby appoints DEALER as a non-exclusive retail dealer of the Products in the Area of Primary Responsibility to sell the Products at retail, to promote the sale of the Products and to provide service for the Products only from the sales and service location(s) which are set forth on Exhibit "C" which is attached and made a part hereof all in accordance with the terms, provisions and conditions of this Agreement.

3. ACCEPTANCE OF APPOINTMENT AS A DEALER:

A. DEALER hereby accepts appointment as a non-exclusive retail dealer of the Products in the Area of Primary Responsibility only at the sales and service location(s) set forth on Exhibit "C" upon the

terms, provisions and conditions of this Agreement and agrees and undertakes to use and devote its best efforts to promote the sale and to maximize the sale at retail of the Products throughout the Area of Primary Responsibility and to develop, promote and maintain with DEALER's customers the goodwill and reputation of PIC and of the Products and to install and provide service for the Products as provided herein. DEALER's best efforts shall include, but not be limited to, meeting such minimum purchase quotas as PIC may establish from time to time as provided herein.

B. DEALER in accepting this Agreement agrees to perform a retail function only.

4. DEALER'S PERFORMANCE AND AREA OF PRIMARY RESPONSIBILITY:

A. DEALER shall concentrate its efforts and exercise its continuing best efforts to sell, promote the sale of, install and service the Products in the Area of Primary Responsibility. It is understood by DEALER that PIC does not intend, nor shall the foregoing or anything else in this Agreement be construed, to restrict in any way the DEALER to solicit sales of, sell, install and service Products solely within the Area of Primary Responsibility, but PIC does intend and DEALER agrees that DEALER shall devote and otherwise concentrate its primary efforts to the solicitation, promotion and implementation of the retail sale and of the service of the Products in the Area of Primary Responsibility.

B. PIC shall have the right to set minimum purchase quotas for DEALER for any semi-annual period. The initial purchase quota is set forth on Exhibit "D" and quotas for subsequent semi-annual periods shall be assigned by PIC to DEALER and shall be effective twenty (20) days after written notice is mailed to DEALER. Minimum purchase quotas shall be established by PIC based on its good faith belief in the market potential of the Area of Primary Responsibility. Sales of Products in the Area of Primary Responsibility to national accounts designated by PIC ("National Accounts") and/or sales made by other dealers shall not be counted as part of DEALER's fulfillment of the minimum purchase quotas.

C. DEALER agrees to participate, at its own expense, in all sales training programs and seminars for dealers to which it is invited by PIC.

5. SALE OF PRODUCTS TO DEALER; PRICE; PAYMENTS:

A. PIC agrees to sell and DEALER agrees to purchase the Products upon the terms and conditions of sale set forth herein.

B. All prices for Products quoted by PIC are exclusive of charges, assessments or taxes of any kind or nature, however designated, and DEALER agrees to pay any such charges, assessments or taxes in full, excluding taxes on or measured by PIC's income, as invoiced by PIC therefor, or in lieu thereof, DEALER shall provide PIC with appropriate evidence of exemption from any such charges, assessments or taxes. DEALER agrees to pay to PIC such prices for the Products as PIC may from time to time establish for dealers of the Products during the term of this Agreement and which are in effect at the time of shipment by PIC of any order of DEALER for the Products. PIC may change its prices for all or any of the Products, at any time, without notice.

C. Delivery dates set forth in any purchase order or confirmation or acknowledgment of purchase order shall be deemed to be estimated only and PIC will ship any such confirmed order or portion thereof subject to availability of Product and DEALER will accept such shipment of such order or portion thereof at the time it is delivered. If DEALER refuses to accept any such shipment, the shipment, at PIC's option, may be held for DEALER's account and DEALER shall be invoiced, and shall promptly pay for such shipment, including all handling, warehouse and other related costs associated with DEALER's refusal to accept such shipment.

D. PIC agrees that DEALER may employ its form of purchase order, provided, however, that the terms of this Agreement shall solely govern the sale of the Products and any terms, provisions or conditions of DEALER's purchase order that vary from, are inconsistent with or contrary to, or in addition to the terms, provisions and conditions of this Agreement shall be null and void and of no effect.

E. Unless and until otherwise notified by PIC in writing, payment in full for each delivery of Products to DEALER shall be made within the terms and time specified in PIC's invoice therefor. PIC reserves the right at any time to vary, change or limit the amount or duration of credit extended to DEALER in general and/or with respect to any specific purchase order. DEALER agrees not to make any deductions of any kind from any payments due to PIC unless DEALER has received an official credit memorandum from PIC authorizing such deductions.

F. Each shipment of Products to DEALER shall constitute a separate sale, obligating DEALER to pay therefor, whether any such shipment be in whole or partial fulfillment of any purchase order of DEALER or confirmation by PIC issued in connection therewith.

G. DEALER understands and agrees that no Products may be returned to PIC, and that any Products so returned will be rejected by PIC, unless DEALER has received a written return authorization therefor from PIC. DEALER shall be solely responsible for all freight charges in connection with the return of Products to PIC and the rejection thereof by PIC if no return authorization has been obtained.

H. In the event that DEALER is entitled to a credit for any Product that has been returned subsequent to payment therefor, a credit shall be issued to DEALER against any future payments to be made by DEALER to PIC for purchases of Products, or, if DEALER is not at the time such credit arises, a dealer of the Products, DEALER will be reimbursed therefor if it is not then indebted to PIC and has no undelivered orders for Products at the time any such credit arises.

I. In the event that DEALER shall fail to pay any invoice for Products in full within the time herein provided for, or in the event that PIC, in its sole and absolute discretion, deems that DEALER's financial condition is inadequate or unsatisfactory to PIC for any reason whatsoever, PIC shall have the right to cancel any order(s) of DEALER for Products theretofore accepted or confirmed, or to delay any further shipments of the Products to DEALER, without any liability for loss or damages of any kind incurred or occasioned by reason of any such cancellation or delay.

6. REPRESENTATIVE INVENTORY:

DEALER agrees at all times to maintain in inventory a quantity of each model of the Products which shall be sufficient for and consistent with the sales needs of DEALER's customers and potential customers in the Area of Primary Responsibility.

7. MINIMUM DEMONSTRATOR EQUIPMENT REQUIREMENT:

A. Dealer shall at all times maintain on display and in good operating order at each of its sales location(s) at least one fully configured (with all options) unit of the products and one (1) unit of each model of the Products ("Minimum Demonstrator Equipment"), to be used for the purpose of demonstrating each of such models of the Products to customers and potential customers for the Products and DEALER shall employ and have available at all times during business hours at each of its sales location(s), salespersons who are knowledgeable in the Products and who shall make such demonstrations of each model of the Products as will be necessary to sell and promote the sale of the Products.

B. PIC and/or its representatives shall have the right at any time during DEALER's normal business hours, to visit DEALER's sales location(s) for the purpose of inspecting the Minimum Demonstrator Equipment and of observing DEALER's salespersons in demonstrating the Products. In the event that DEALER shall fail to have on display at any such sales location(s) the Minimum Demonstrator Equipment required pursuant to this Paragraph, DEALER shall, immediately following the completion of such inspection, place an order with PIC for each model of the Products that is necessary for DEALER to fulfill its obligation to display the Minimum Demonstrator Equipment required by this Paragraph.

8. DEALER'S SERVICE RESPONSIBILITY:

PIC and DEALER agree that the Products are technically sophisticated and that a high degree of technical sophistication, capability and training is needed in connection with the proper sale, installation (as used herein installation shall include operator training) and servicing of such Products. It is therefore an express condition of this Agreement that DEALER be at all times fully qualified and equipped at the service location(s) set forth on Exhibit "C", and be prepared to provide to its customers and other users of the Products, technical assistance and service with regard to the installation, maintenance and repair of the Products as set forth below. Accordingly, DEALER shall:

A. Maintain such sufficient inventory of Panasonic spare parts and supplies or their equivalents for the proper servicing and maintenance of the Products as shall be set forth in writing from time to time by PIC.

B. Ensure that the service location(s) set forth on Exhibit "C" are equipped with such test and other

equipment and tools as may be required by PIC in writing from time to time, which test and other equipment and tools shall at all times be maintained in good and proper operating condition. PIC reserves the right to inspect each of DEALER's service location(s) during normal business hours.

C. Employ, at all times, at each service location set forth on Exhibit "C" not less than one (1) service person who has attended PIC's technical training sessions related to the Products and successfully completed the curriculum and who is qualified to provide installation, maintenance and repair service for each model of the Product. DEALER may provide technical training for its service personnel at its service location(s) if the technician providing the training has attended PIC's technical training sessions and has been approved by PIC in writing to provide training to others.

D. Promptly, efficiently, courteously and properly install each of the Products sold by DEALER, and provide maintenance and repair service on each such Product at the location at which it was installed.

E. Promptly investigate and courteously respond to all customer inquiries and complaints regarding the Products.

F. Promptly, efficiently, courteously and properly provide installation, maintenance and repair service for any Products located in the Area of Primary Responsibility, at reasonable rates, regardless of whether or not such Products were sold by DEALER.

G. Attend, at DEALER's sole cost and expense, all technical training sessions of PIC relating to the Products to which DEALER is invited in order to insure DEALER's continuing competence to provide installation, maintenance and repair service for the Products.

H. Keep and maintain at its service location(s) accurate service records on the Products. All such service records shall be retained by DEALER during the term of this Agreement and for a period of two (2) years after the date of termination and DEALER shall make the same available for examination and copying by PIC or its authorized representatives during normal business hours.

I. Promptly, efficiently, courteously and properly provide installation, maintenance and repair service for Products, at PIC's request, that have been sold by PIC directly to National Accounts or to fulfill obligations under Federal, state or local government contracts. DEALER shall be reimbursed for such installation, maintenance and repair service in accordance with the schedule which shall be established from time to time by PIC. If sales to Federal, state or local governments or to National Accounts are solicited by DEALER at PIC's request, DEALER shall be paid a commission on such sales. Any such commissions to be paid DEALER hereunder shall be as established from time to time by PIC.

J. Continue, at PIC's written request, to provide service for the Products as provided in this Paragraph for two (2) years after delivery of the last unit of Products ordered hereunder. PIC will continue to sell to DEALER parts necessary to service Products, for as long as DEALER is obligated to service Products.

9. SHIPMENT AND DELIVERY:

A. All deliveries of Products shall be F.O.B. PIC's U.S. points of shipment. Title and risk of loss shall pass to DEALER when the Products are put into the possession of a carrier, at which point PIC shall be deemed to have completed good delivery to DEALER. PIC reserves the right to select the means of shipment, point of shipment, carrier and routing.

B. Delivery dates set forth in any confirmation or acknowledgment of purchase order shall be deemed to be estimated only and PIC will ship any such order or portion thereof subject to availability of Product and the DEALER will accept such shipment of such order or portion thereof at the time it is delivered.

10. EXCUSABLE DELAY:

A. If PIC's supply of the Products shall be curtailed or limited, directly or indirectly, by Act of God, act of public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, fire, floods, typhoons, explosions or other catastrophes, epidemics, or quarantine restrictions, labor unrest, or labor shortages, accident, freight embargoes, delays occasioned by carriers or delays of a supplier of PIC or because of any other causes beyond PIC's control, in whole or in part, the failure of

PIC to ship the Products to DEALER shall not constitute a breach or failure of performance hereunder for the period of time occasioned by any such occurrence.

B. It is understood and agreed that the provision hereinabove shall have the effect of permitting delay under this Agreement for such time as is occasioned by any of the aforesaid conditions, but such delay shall not in any event be deemed to lessen the full amount of Products purchased and sold, but only as deferring delivery in the event and to the extent herein provided for.

11. WARRANTY:

PIC warrants each unit of the Product, to DEALER only, against defects in material or workmanship appearing within one (1) year of delivery to DEALER or within nine (9) months of the installation of the Product at the first end user's location, whichever occurs first. Notice of a defect must be communicated by DEALER to PIC in writing no later than thirty (30) days from the date the defect appears. If there proves to be a defect in a Product, PIC will provide parts to DEALER for repair of the Product, within a reasonable time after notification from DEALER. If the Product cannot be repaired after a reasonable number of attempts, PIC will, at its option, provide either a refund of the purchase price or a replacement unit.

12. WARRANTY DISCLAIMER AND EXCLUSIONS:

A. The warranty set forth hereinabove shall not apply if the Product has been damaged by accident, abuse, misuse, modification or misapplication; by damage during shipment; by an act of God; by reason of the failure of components or parts not sold by PIC or by improper service.

B. The warranty set forth hereinabove is exclusive and in lieu of all other warranties, whether oral or written, express or implied. The only exception is the warranty of title. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. The agents and employees of PIC are not authorized to make modifications to this warranty, or additional warranties binding on PIC. Accordingly, additional statements, whether oral or written, do not constitute warranties of PIC and should not be relied upon. DEALER is not authorized to make any warranties binding on PIC.

C. PIC shall not in any case be liable for special, incidental or consequential damages arising from breach of warranty, breach of contract, negligence, or any other legal theory. Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs, or claims of customers of DEALER for such damages.

D. No suit shall be brought on an alleged breach of PIC's warranty more than eighteen (18) months following delivery of the Product to DEALER.

E. This warranty allocates the risks of Product failure between PIC and DEALER, as authorized by the Uniform Commercial Code and other applicable law.

13. INDEMNITY; INSURANCE:

A. DEALER agrees to indemnify and hold PIC harmless against any liability, damage or expense (including costs and attorney's fees and expenses) by reason, or arising out of or relating to any acts, duties or obligations or omissions of DEALER or of any personnel employed or otherwise engaged by DEALER to perform DEALER's obligations and duties under this Agreement, and DEALER shall, at the request of PIC, assume the defense of any demand, claim, action, suit or proceeding brought against PIC by reason thereof and pay any and all damages assessed against or that are payable by PIC as the result of the disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, PIC may be represented in any such action, suit or proceeding at its own expense and by its own counsel.

B. DEALER shall procure and maintain, in full force and effect, a comprehensive general liability insurance policy or policies with the standard Insurance Service Office broad form endorsement deleting exclusion B1 from the personal injury section protecting DEALER and PIC and their officers and employees against any loss, liability or expense due to personal injury, death or property damage or otherwise arising out of or occurring in connection with the business of DEALER. PIC shall be an additional insured in such policy or policies which shall be written by a responsible insurance company or companies licensed to do business in the states in which DEALER conducts its business and

meeting with the reasonable approval of PIC, with a combined single limit of not less than One Million Dollars (\$1,000,000). Such policy or policies shall provide that they will not be cancelled or altered without at least ten (10) days prior written notice to PIC. Within ten (10) days after execution of this Agreement, DEALER shall furnish PIC with a certificate or certificates of such insurance, together with evidence that the premiums therefor have been paid. Maintenance of such insurance and the performance by DEALER of its obligations under this Paragraph 13 shall not relieve DEALER of liability under the indemnity provisions herein set forth in Paragraph 13A.

C. PIC shall maintain product liability insurance on the Products with a broad form vendors endorsement. A certificate of insurance shall be provided to DEALER upon DEALER's written request therefor.

14. RECORDS; REPORTS:

A. DEALER shall at all times keep and maintain at its sales location(s) herein set forth in Exhibit "C" accurate accounts and records of all sales transactions pertaining to this Agreement and shall retain the same during the term of this Agreement and for a period of two (2) years after the date of any termination of this Agreement. The aforesaid accounts and records shall be available during DEALER's normal business hours for examination and copying by PIC or its representative.

B. DEALER shall at all times make available to PIC such of its records as are necessary for PIC to fulfill any recall or other obligations it deems necessary under Federal or state statutes, laws, rules or regulations and such obligations shall survive and continue after termination of this Agreement.

C. DEALER will prepare and forward as required by PIC any and all reports PIC deems necessary for conducting the mutual business of DEALER and PIC.

15. FINANCIAL STATEMENTS; SECURITY INTEREST:

A. DEALER agrees to maintain adequate capital to operate its entire business. DEALER shall, annually and at any time upon written request, furnish PIC with statements of its Balance Sheet and Profit and Loss Statement certified to by DEALER's Chief Financial Officer or a certified public accountant, together with such additional information relating to DEALER's financial condition as PIC may reasonably require.

B. PIC shall not at any time, or for any purpose, be obligated in any manner to provide a financial statement of any kind to DEALER or to any third party for any reason whatsoever.

C. PIC shall have, and is hereby granted, a security interest in all inventory of Products sold by PIC to DEALER pursuant hereto, and in all proceeds therefrom, including all accounts receivable, notes receivable, contract rights and other commercial paper of any kind arising from the sale by DEALER of the Products covered hereby, to secure the full and prompt payment and/or performance of all obligations hereunder and otherwise of DEALER to PIC. DEALER hereby expressly agrees to execute such documents as are deemed necessary by PIC to effectuate the security interest granted herein and further agrees and consents and grants PIC power of attorney to cause a Uniform Commercial Code Financing Statement and Security Agreement to implement the foregoing to be executed for DEALER for the express purposes set forth and DEALER hereby designates, appoints, authorizes and grants PIC power of attorney to act on DEALER's behalf and in its stead for the express purpose herein set forth and for no other.

16. ASSIGNMENT:

A. (i) Neither this Agreement nor any of the rights or interests of DEALER hereunder may be assigned, transferred or conveyed by operation of law or otherwise, nor shall this Agreement nor any rights of DEALER hereunder inure to the benefit of any trustee in bankruptcy, receiver, creditor, trustee or successor, of DEALER's business or its property, whether by operation of law or otherwise, or to a purchaser, transferee, assignee or successor in interest of all or any part of the stock, if any, of DEALER, or to a purchaser or successor of the entire business or substantially all of the assets of DEALER.

(ii) DEALER agrees to give PIC immediate notice in writing of (a) any transaction affecting ownership of more than five percent (5%) of DEALER's capital stock, if DEALER is a corporation, or (b)

any change in the representative interests of the partners, if the DEALER is a partnership, or (c) of any transaction affecting the ownership of any part of the business, if DEALER is an individual proprietorship.

B. The relationship created by this Agreement is not an asset or property of DEALER, or any partner, stockholder, employee, agent, principal or other individual in any manner associated with DEALER or his or her or its estate or other legal representative and cannot be sold.

17. DEALER'S STATUS:

A. DEALER and its employees, agents and representatives shall under no circumstances be considered agents, partners, joint venturers or representatives of PIC. DEALER shall not act or attempt to act, or represent itself, directly or by implication, as agent, joint venturer, partner or representative of PIC or in any manner assume or attempt to assume or create any obligation or liability of any kind, nature or sort, express or implied, on behalf of or in the name of PIC.

B. The relationship created by this Agreement does not constitute the granting of a franchise to DEALER by PIC, and no Federal or State franchise statute, law, regulation or rule is intended to or has been applied by the parties, nor shall any such franchise statute, law, regulation or rule be deemed or construed to apply to the formation, operation, administration or termination of this Agreement.

C. All personnel employed or otherwise engaged by DEALER to perform the obligations and duties of DEALER under this Agreement are agents, servants and employees of DEALER only, and PIC shall incur no obligations or liabilities of any kind, nature or sort, express or implied, by virtue of or with respect to the conduct of any such personnel in carrying out their obligations and duties to DEALER. DEALER shall pay all costs and expenses of whatsoever nature incurred by it in connection with this Agreement, including, without limitation, any commission or other compensation, expenses for travel, entertainment, offices or otherwise which is payable or reimbursable to agents, representatives or employees engaged or employed by DEALER, and any taxes or other assessments.

18. TRADEMARKS AND OTHER PROPRIETARY MARKS:

A. DEALER hereby acknowledges the validity of the trademark "PANASONIC" as well as of all other proprietary marks which are affixed to the Products and agrees that the aforesaid trademark and proprietary marks are and shall remain the property of PIC's parent company.

B. DEALER shall not in any way do anything to infringe upon, harm, or contest the validity of the aforesaid trademark or other proprietary marks.

C. Except as provided herein, DEALER shall not in any manner use the name "PANASONIC", alone or in combination, or any other trademark, trade name, service mark, logo-type or related characteristics of PIC.

D. DEALER is authorized, but not obligated, to describe, refer to and advertise itself as an authorized dealer of the Products and DEALER may use the trademark "PANASONIC" in connection with promotion or sale of the Products but, except as PIC may otherwise specifically provide, the same shall be at DEALER's sole cost and expense.

E. DEALER agrees that it shall not use the trademark "PANASONIC" as part of the name under which it conducts its business.

F. DEALER agrees that it shall not remove or alter the trademark "PANASONIC" or any other proprietary marks which are affixed to the Products nor affix any additional trademarks or trade designations to any Products which bear the trademark "PANASONIC" or any other trademark or proprietary mark of Matsushita Electric Corporation of America, or of its parent company or any subsidiary or affiliate thereof.

G. DEALER agrees that it shall not engage in any unfair trade practices or make any false or misleading statements or representations in advertising, printed material or otherwise with respect to Products bearing the trademark "PANASONIC" or any other proprietary mark of Matsushita Electric Corporation of America, or of its parent company or any subsidiary or affiliate thereof.

H. Upon termination of this Agreement for any reason, DEALER shall immediately refrain thereafter from any and all use of the trademark "PANASONIC" and any other trademark, trade name, service-mark or logo-type adopted by PIC, and shall refrain from the use of any marks confusingly

similar thereto in connection with any products whatsoever, and shall immediately refrain from referring to itself as a dealer of the Products, provided, however, that except as otherwise provided in Paragraph 21 nothing herein shall be construed to prevent DEALER from selling such inventory of the Products as DEALER possesses on the effective date of termination of this Agreement after said date.

19. TERM/TERMINATION:

A. This Agreement shall be effective on the date first written above and shall remain in effect for a term of one (1) year and from year to year thereafter unless sooner terminated as otherwise provided herein or upon written notice of termination given by either party thirty (30) days before the end of the initial or any subsequent one (1) year term.

B. Anything to the contrary in this Agreement notwithstanding, either PIC or DEALER may terminate this Agreement and the appointment of DEALER as an authorized dealer of the Products, with or without cause, at any time upon written notice to the other to that effect and said termination shall become effective thirty (30) days following the mailing of such notice, except where a shorter period for termination is provided in this Agreement.

C. PIC may immediately terminate this Agreement upon written notice to that effect upon the occurrence of any of the following events:

- (i) DEALER is in default in any material respect in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement, including but not limited to DEALER's obligations under Paragraph 3A to sell, promote the sale of and service the Products only from the sales and service location(s) set forth in Exhibit "C" and DEALER's obligations under Paragraph 3B hereof to perform a retail function only; or
- (ii) Upon or after the entry of an order for relief in respect of any petition against DEALER under Title 11 of the United States Code, or the entry of a decree or order by a court having competent jurisdiction in respect of any petition filed or action taken against DEALER looking to reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any other present or future federal or state statute, law or regulation, resulting in the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of DEALER or of any substantial part of its property, or resulting in the winding up or liquidation of its affairs, all without the consent or acquiescence of DEALER, and the continuance of any such decree or order is unstayed and in effect for a period of sixty (60) consecutive days; or
- (iii) Upon or after the filing of a petition for relief under Title 11 of the United States Code by DEALER or the consent, acquiescence or taking of any action by DEALER in support of a petition filed by or against it looking to reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any other present or future federal or state statute, law or regulation, or the appointment, with the consent of DEALER, of any receiver, liquidator, custodian, assignee, trustee, sequestrator or other similar official of DEALER or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of action by DEALER in furtherance of any such action.

D. Any notice of termination hereunder shall automatically operate as a cancellation of any deliveries of any of the Products to DEALER which are scheduled to be made subsequent to the effective date of termination, whether or not any orders for the Products have been theretofore accepted by PIC.

E. During the time between the furnishing of notice of termination and the effective date thereof, all sales and deliveries of Products to DEALER may, at the option of PIC, be by cash upon or prior to delivery.

20. NON-LIABILITY FOR TERMINATION OF APPOINTMENT:

Neither PIC nor DEALER shall be liable to the other, or to any other party, by virtue of the termina-

tion of this Agreement and of the appointment of DEALER as an authorized dealer of the Products for any reason whatsoever, or by virtue of the cancellation of any orders for Products that are undelivered on the effective date of any termination of this Agreement, including but not limited to, any claim for loss of profits or prospective profits for anticipated sales of the Products, or on account of any expenditures, investments, leases, capital improvements or any other commitments made by either of the parties in connection with their respective businesses made in reliance upon or by virtue of DEALER's appointment as an authorized dealer of the Products or otherwise.

21. OPTION TO REPURCHASE PRODUCTS:

A. PIC shall have the option, in its sole and absolute discretion, exercisable upon written notice to DEALER mailed within fourteen (14) days following the mailing of a notice of termination of this Agreement by either DEALER or PIC, but shall have no obligation hereunder or otherwise, to repurchase from DEALER or from DEALER's legal representatives (in the event of the insolvency or death of DEALER at the time of such repurchase) all or any part of DEALER's new and unused inventory of Products existing on the effective date of any termination of DEALER's appointment as a dealer of the Products.

B. Following the mailing of the notice of exercise of the option set forth in this Paragraph, but in no event later than the effective date of termination of this Agreement, PIC and DEALER shall take an inventory of all Products in the possession of DEALER. DEALER agrees to allow PIC or its representative on its premises, during normal business hours for the purposes of taking an inventory as provided herein.

C. The purchase price for the Products upon such repurchase shall be DEALER's net purchase price therefor from PIC, or PIC's price for the Products to its Dealers of the Products at the time of such repurchase, whichever is lower.

D. In the event PIC exercises its option to repurchase all or any part of DEALER's inventory of the Products, DEALER hereby agrees to sell such inventory to PIC as of the effective date of termination of DEALER's appointment as a dealer of the Products and to deliver the same immediately upon such termination, at DEALER's sole cost and expense, to such place(s) as PIC shall designate, free and clear of any liens or encumbrances thereon, undamaged and in the original and unopened packaging therefor.

E. In the event PIC fails to exercise its option, DEALER shall thereafter have the right to dispose of its remaining inventory of the Products pursuant to the terms of this Agreement.

F. PIC shall pay DEALER for the inventory of Products repurchased within thirty (30) days after receipt of the repurchased Products by PIC. PIC shall have the right to offset against any monies payable hereunder any monies that are due and owing from DEALER to PIC as of the date any such payment is due.

G. Anything herein to the contrary notwithstanding, termination of DEALER's designation as an authorized dealer of the Products shall in no way affect any outstanding obligations for any payments due and owing from DEALER to PIC (whether then due or to become due to PIC) under this Agreement or otherwise or any other obligation of DEALER to PIC pursuant hereto or otherwise; all of which obligations, if any, existing at the time of any such termination, DEALER hereby agrees to fulfill and perform.

22. MERGER, WAIVER, MODIFICATION:

This Agreement encompasses the entire understanding between the parties with respect to the subject matter of this Agreement and there are no representations, warranties, covenants, agreements, or collateral understandings, oral or otherwise, expressed or implied, between the parties which are not expressly set forth herein. No delay on the part of either party in exercising any of its rights hereunder or the failure to exercise the same, nor the acquiescence thereto shall operate as a release except in a specific instance for which given. None of the terms, conditions or provisions of this Agreement shall be deemed to have been changed, waived, varied, modified or altered by any act of or knowledge of either party, their respective agents, servants or employees, and the terms of this Agreement may not be changed, waived, varied, modified or altered except by a statement in writing signed by an authorized official of both parties.

23. NOTICES:

Any notice, request, consent, demand or other communication given or required to be given under this Agreement shall be effective only in writing and delivered personally or when mailed by first-class registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties as follows:

To: Frank Masi, General Manager
Electronic Typewriter Division
Panasonic Industrial Company
Two Panasonic Way
Secaucus, New Jersey 07094

Copy to: N.V. Braceland, Jr., National Sales Manager
Electronic Typewriter Division
Panasonic Industrial Company
Two Panasonic Way
Secaucus, New Jersey 07094

To: DEALER:

at the address first above indicated or to such other addresses as may hereafter be designated by like notice.

24. CHOICE OF LAW:

This Agreement shall be deemed to have been executed in the State of New York and the parties agree that in the event of any dispute the Agreement shall be governed and interpreted under the laws of the State of New York.

25. SEVERABILITY:

If any term or provision of this Agreement shall to any extent be found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect.

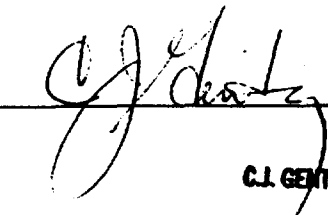
26. HEADINGS:

Paragraph headings used herein are not to be deemed or construed to be part of this Agreement, but are for convenience only and shall not limit or be deemed or construed in any way to affect or limit the meaning of the language of the paragraphs.

(Dealer)

PANASONIC INDUSTRIAL COMPANY,
DIVISION OF MATSUSHITA
ELECTRIC CORPORATION OF AMERICA

By:  President
(Name & Title)

By:  (Name & Title)
C.J. GENTRY-V.P.SALES

Federal Communications Commission
Docket No. 93-107

Presented by RINGER Exhibit No. R-5

Disposition

Identified

8/31

Received

8/31

Rejected

Reporter

BARBARA LORD

Date

8/31/93